

Schedule "A"
RETAIL STORE - 2009

(Fewer than six (6) locations)

1. PREMISES. "Premises", as used in the SESAC Performance License effective (the "Agreement") to which this Schedule "A" is attached, shall be defined as the following Retail Store:

Name:

Address

City

ST ZIP
(the "Premises").

(if multiple locations are licensed under this agreement, attach list of locations to become Schedule "B")

2. FEE SCHEDULE/LICENSE FEE.

A. License fees shall be calculated based on the gross square footage of the Premises as noted below:

<u>Gross Square Footage</u>	<u>2009 Annual Fee</u>
Less than 10,000 sq. feet	\$173
10,001 to 50,000 sq. feet	\$266
50,001 to 99,999 sq. feet	\$403
100,000 and over sq. feet	\$539

As used herein, "Gross Square Footage" shall mean the entire interior space of the Premises and any adjoining outdoor space used to serve patrons, whether on a seasonal basis or otherwise.

Gross Square Footage

B. LICENSEE shall pay the license fee to SESAC upon execution of this Agreement, with license fees due and payable in advance. The initial license fee payment shall be a pro-rated amount calculated using the then current license fee rate(s) from the Effective Date through the end of the current billing period. Subsequent payments shall be made in accordance with either (i) or (ii) below:

(i) semiannually in two (2) equal installments on or before the first day of January, for the billing period of January 1 through June 30; and on or before the first day of July, for the billing period of July 1 through December 31 of each calendar year of the Term; or

(ii) annually, in one (1) payment, at a six percent (6%) discount, if such amount is paid to SESAC not later than January 31 of each calendar year of the Term.

C. By December 1 of each year of the Term, LICENSEE shall notify SESAC of any changes in the Gross Square Footage of the Premises. The License Fee for the next calendar year shall be adjusted in accordance with any changes. If LICENSEE fails to submit such information or if SESAC disputes such information as provided by LICENSEE, then SESAC will have the right to determine such information by independent means and the License Fee will be adjusted accordingly.

D. Notwithstanding anything to the contrary contained in this Agreement, upon written notice to LICENSEE, SESAC shall have the right to adjust the rates set forth in the Fee Schedule. In the event that LICENSEE's License Fee increases as a result of such adjustment to the Fee Schedule, LICENSEE shall have the right to terminate this Agreement as of the date such increase is to take effect. LICENSEE must give SESAC written notice of such termination by certified mail, return receipt requested, not later than thirty (30) days after written notice of such increase is sent to LICENSEE by certified mail. This paragraph shall not apply to paragraph 4.B or 4.D of the Agreement.

3. This Schedule is incorporated and made part of the Agreement. Unless otherwise indicated, all capitalized terms in this Schedule "A" shall have the same meaning as set forth in the Agreement.